

## **EXHIBIT F**



## **USED MH FLOORING PROGRAM**

<b>Proposal Date:</b>	February 14, 2022
<b>Proposed Borrower:</b>	Time Out Communities, LLC ("Dealer")
<b>Used Sub-Limit:</b>	\$500,000
<b>Rights to Used Inventory:</b>	Northpoint must have first UCC position on used inventory, which may be obtained through subordination of prior filers.
<b>Titles:</b>	Free and clear titles plus the Used Financing Request Form must be provided to Northpoint. If Northpoint pays a consumer lender directly, Dealer must ensure that we receive the title within 30 days of funding. Titles will be returned to Dealer within 48 hours of being paid in full.
<b>Used Advance:</b>	Used Homes financed that are part of a recourse loan obligation with a consumer lender will be financed at the greater of: a) payoff amount owed to current lender of home; or b) 90% of the wholesale value of home as determined via the National Automobile Dealers Association ("NADA") value to be determined by Northpoint.
<b>Eligible Homes:</b>	Age of Homes 0-15 years. Homes must be in a community already documented with Northpoint and listed on Certificate of Insurance.
<b>Program / Dealer Rate:</b>	Program / Dealer Rate is based on the Dealer's Average Daily Balance during the month. Interest will be calculated on the basis of a year of 360 days and the actual number of days elapsed in each month.
	<u>Outstanding Balance greater than \$15M</u> Benchmark Rate + 5.90%
	<u>Outstanding Balance of \$10M to \$15M</u> Benchmark Rate + 6.15%
	<u>Outstanding Balance of \$5M to \$10M</u> Benchmark Rate + 6.40%
	<u>Outstanding Balance less than \$5M</u> Benchmark Rate + 6.65%
<b>Maturity Rate:</b>	Any Units that reach Maturity will be billed at Benchmark Rate + 8.00%
<b>D.H.I. Fee:</b>	\$15 per Home per Month
<b>Used Curtailments:</b>	7.00% Every 90 days                                  Months 1-12 7.00% Monthly Curtailment                              Months 13+
<b>Maturity / Due in Full:</b>	Units are considered Mature and are Due in Full at 360 Days.

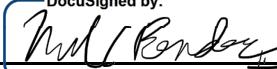
<b>Processing Charge:</b>	\$100 for each Unit financed, billed month 1, plus a \$50 Renewal Fee every 90 days thereafter.
<b>Benchmark Rate:</b>	"Benchmark Rate" means (i) before April 1, 2022, LIBOR and (ii) after April 1, 2022 (for all then currently outstanding loans and all future loans), LIBOR Replacement.
	"LIBOR" means a variable rate adjusted monthly that for any calendar month is equal to the greater of (i) the highest interest rate (rounded upwards, if necessary, to the nearest 1/1000th of 1%) published on the website <a href="http://research.stlouisfed.org/fred2/series/USD1MTD156N">#</a> during the calendar month prior to such calendar month as the one-month London Interbank Offered Rate for United States dollar deposits (or, if such page shall cease to be publicly available or, if the information/description contained on such page, in Lender's sole discretion, shall cease to accurately reflect such London Interbank Offered Rate, then such rate as reported by any publicly available recognized source of similar market data selected by Lender that, in Lender's reasonable judgment, accurately reflects such London Interbank Offered Rate) and (ii) 0.00%.
	"LIBOR Replacement" means a variable rate adjusted monthly that for any calendar month is equal to the greater of (i) the highest of a replacement rate comparable to LIBOR (rounded upwards, if necessary, to the nearest 1/1000th of 1%) during the calendar month prior to such calendar month that is equal to the sum of (1) a commercially reasonable benchmark rate based on the Secured Overnight Financing Rate (SOFR) published by the Federal Reserve Bank of New York (or a simple or compounded average thereof) plus (2) any commercially reasonable spread adjustment or method for calculating or determining a spread adjustment reasonably necessary for the replacement rate to be comparable to LIBOR and (ii) 0.00%. All determinations in the LIBOR Replacement shall be made by Northpoint in its reasonable judgment giving due consideration to industry-accepted practices and any recommendation by the Federal Reserve Bank of New York, Federal Reserve Board, or a committee officially endorsed or convened by the Federal Reserve Bank of New York or the Federal Reserve Board and shall be deemed accurate absent manifest error.

**Confidentiality and Acceptance:**

The proposed terms and conditions in this proposal are provided for discussion purposes only, are not a commitment of any kind by Northpoint, and are subject to review and approval by Northpoint. If approved, the actual approved terms will be documented in a loan and security agreement, a program letter, a statement of financial transaction, and/or billing statement and may be different than those listed above.

This proposal letter is confidential and proprietary information owned by Northpoint and may not be copied, distributed, or disclosed (in writing or verbally) to third parties without Northpoint's consent. The contents and terms of this proposal must be held in the strictest confidence.

**AGREED AND ACKNOWLEDGED: Time Out Communities, LLC**

By:  DocuSigned By:  
 1C6F9AD80042457  
 Print Name: Mike Bender  
 Title: Manager  
 Date: 3/4/2022